

# COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss

\_\_\_\_\_ Court Department  
\_\_\_\_\_ Division

Docket No. \_\_\_\_\_

**In re:** (*child's name*)

## **Post-Adoption Agreement**

### **Article I Introduction**

#### **Parties**

This Post-Adoption Agreement is entered into pursuant to the provisions of section 6C of chapter 210 of the General Laws and will be hereinafter referred to as an “Open Adoption Agreement or Agreement.”

This is an Open Adoption Agreement between (*name*), hereinafter referred to as Mr./Ms. \_\_\_\_\_ or birth father/birth mother, and (*name(s)*), the child’s prospective adoptive parent(s), hereinafter referred to as Mr./Ms. \_\_\_\_\_, or the pre-adoptive parent(s), regarding (*name*), hereinafter referred to as the child, whose date of birth is (*date*).

The following Agreement has been reached by a mediation process facilitated by Children's Services of Roxbury/Massachusetts Families for Kids’ permanency mediator:  
( *name*).

### **Article II Statutory Elements – G.L. c. 210, § 6C**

This Open Adoption Agreement is entered into pursuant to the provisions of section 6C of chapter 210 of the General Laws.

#### **1. Intent**

- a. (*Name*), hereby acknowledges that he/she is unable to care for the child currently and in the foreseeable future. (*Name*) also affirmatively states

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that he/she loves his/her child and it is because of this love and the birth parent's desire to secure a stable life for him/her that *(name)* voluntarily enters into this Agreement. *(Name)* supports the adoptive parent(s) through this Agreement.

- b. *(Name(s))* agree(s) that the child should have a stable life and voluntarily enter(s) into this agreement as a means to provide stability for the child and will support the birth father's/mother's role in the life of the child as defined in this Agreement.

## **2. Child's Best Interest**

- a. The parties agree that it is in the child's best interest to live permanently with the pre-adoptive parent(s) and to have a connection to his/her birth parent through the post-adoption contact provisions that are set forth in Article III, below.
- b. Additional information that demonstrates that this agreement is in the child's best interest: (optional)

## **3. Fair and Reasonable Terms**

- a. The parties agree that in light of the child's best interests, the terms of this Agreement are fair and reasonable.
- b. The parties voluntarily undertake and fully accept the terms, conditions, obligations and provisions of this Agreement.

## **4. Knowing and Voluntary Execution**

- a. The parties acknowledge that they are entering into this Agreement freely and voluntarily, with no undue influence and no coercion.
- b. The parties acknowledge that they have ascertained and weighed all the facts and circumstances likely to influence their judgment in entering into this Agreement and that they have each had independent legal advice, or the opportunity to obtain such advice. After being advised fully and fairly of their rights and obligations under this Agreement, and after reading this Agreement line by line, they have signed it freely.

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## **5. Finality of Adoption**

Any breach, modification or invalidation of the Agreement or any part of it will not affect the validity of the adoption. ***The Adoption will be Final and Not Subject to Review.***

## **Article III Post Adoption Contact**

**Effective dates of Article III -** The terms for post-adoption contact or communication shall become effective upon adoption of \_\_\_\_\_ by \_\_\_\_\_, pre-adoptive parents, and shall cease to be enforceable on the date the adopted person turns eighteen (18) years of age, or upon the death of the birth father/mother, the child or the death of (both) adoptive parent(s).

Upon the naming of a testamentary guardian the pre-adoptive parents will make good faith efforts to ensure that the testamentary guardian(s) is (are) aware of this Agreement. (optional)

### **Visits**

### **Communication**

### **Medical Information**

## **Article IV Standard Provisions**

### **1. Enforcement**

- a. The parties acknowledge that:
  - i. Either the birthfather/mother or the adoptive parent(s) who has entered into the Agreement has the right to seek enforcement as set forth in Section 6D of chapter 210 of the General Laws.

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- ii. A party to a court-approved agreement for contact or communication may seek to enforce the Agreement by commencing a civil action for specific performance. A court order for specific performance of the terms of a post - adoption contact agreement shall be the sole remedy for breach of an agreement.
  - iii. In enforcement proceedings, parties shall not be entitled to the appointment of counsel, provided, however, that the court may appoint a guardian *ad litem* to represent the interests of the child.
  - iv. In an enforcement proceeding, the court may modify the terms of the Agreement if the court finds that there has been a material and substantial change of circumstances and the modification is necessary in the best interests of the child. A court-imposed modification of a previously approved agreement may limit, restrict, condition or decrease contact between the birth parent and the child but in no event shall a court-imposed modification serve to expand, enlarge or increase the amount of contact between the birth parent and the child or place new obligations on adoptive parents.
  - v. If the court finds that an action brought under this section was wholly insubstantial, frivolous and not advanced in good faith in accordance with the provisions of Section 6F of chapter 231, the court may award attorney's fees to all prevailing parties.
  - vi. Nothing in the Agreement shall preclude a party from utilizing Child Welfare Mediation or Permanency Mediation before or in addition to the commencement of a civil action for specific performance.
  - vii. All proceedings conducted under this section shall be closed to the public and confidential and papers shall be segregated in accordance with Section 5D of chapter 210 of the General Laws.
- b. The parties agree that any enforcement action brought will be filed in \_\_\_\_\_ County \_\_\_\_\_ Court in \_\_\_\_\_ Division. The parties are aware that jurisdiction is a legal issue that will ultimately be decided by the court. (optional)
- c. Designation of agent (required if a party wishes to have their identity remain confidential). In the event that enforcement of this Agreement is necessary, the agent for service of process for *name(s)* is *(include name and mailing address of agent)* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the event that the agent for service of process changes, the birth parent will be notified.

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## **2. Entire Understanding**

This Agreement contains the entire understanding of the parties. The parties have not relied on any representations other than those contained in this Agreement. Oral statements or representations not included in this written material extrinsic to this Agreement shall not have any force or effect.

## **3. Severability**

If any part of this Agreement is held to be invalid, such invalidity shall not invalidate the whole Agreement. The remaining portions of the Agreement will continue to be valid and binding.

## **4. Strict Performance**

The failure of a party to insist in any instance on the strict performance of any of the terms of this Agreement shall not be construed as a waiver of such term or terms for the future and such terms shall nevertheless continue in full force and effect.

## **5. Governing Law**

This Agreement is a Massachusetts contract. General Laws c. 210, Sections 6C and 6D and other relevant laws of Massachusetts will govern its enforceability and the rights of the parties under it.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of father

Commonwealth of Massachusetts

\_\_\_\_\_, ss

Then personally appeared before me the above-named \_\_\_\_\_  
(birth father of the child), being duly sworn under penalties of perjury, and acknowledged the foregoing to be his free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Mother

Commonwealth of Massachusetts

\_\_\_\_\_, ss

Then personally appeared before me the above-named \_\_\_\_\_  
(birth mother of the child), being duly sworn under penalties of perjury, and acknowledged the  
foregoing to be his free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Pre-adoptive parent

Commonwealth of Massachusetts

\_\_\_\_\_, ss

Then personally appeared before me the above-named \_\_\_\_\_  
(pre-adoptive parent of the child), being duly sworn under penalties of perjury, and acknowledged  
the foregoing to be her free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Pre-adoptive parent

Commonwealth of Massachusetts

\_\_\_\_\_, ss

Then personally appeared before me the above-named \_\_\_\_\_  
(pre-adoptive parent of the child), being duly sworn under penalties of perjury, and acknowledged  
the foregoing to be his free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Approved by:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of designee  
Department of Social Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of attorney for the child

Consented to:

\_\_\_\_\_  
Name of child (over the age of 12)